

# Agenda Item Form

Agenda Date: 8/31/2004

Districts Affected: all

Dept. Head/Contact Information: Ms. Richarda Duffy Momsen

## Type of Agenda Item:

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Resolution            | <input type="checkbox"/> Staffing Table Changes              | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements       | <input type="checkbox"/> Tax Refunds                         | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer                     | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use     | <input type="checkbox"/> Bldg. Permits/Inspection            | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements            | <input checked="" type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input type="checkbox"/> Other _____                      |  |  |

## Funding Source:

- ☒ General Fund  
☐ Grant (duration of funds: \_\_\_\_\_ Months)  
☐ Other Source: \_\_\_\_\_

## Legal:

- ☐ Legal Review Required      Attorney Assigned (please scroll down): Al Avila      ☒ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

Parking lot contract for Municipal Court. The contract is for the lease of 56 spaces, from 5:00 am - 6:00 pm, 7 days per week for Court employees.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

\$ 40.00 per space for 56 spaces, this will include maintenance and cleaning of the parking lot. \$ 26,880

## Statutory or Citizen Concerns:

None

## Departmental Concerns:

None

JOE WARDY  
MAYOR



## CITY COUNCIL

SUSAN AUSTIN  
DISTRICT NO. 1

ROBERT A. CUSHING, JR.  
DISTRICT NO. 2

JOSE ALEXANDRO LOZANO  
DISTRICT NO. 3

JOHN F. COOK  
DISTRICT NO. 4

DANIEL S. POWER  
DISTRICT NO. 5

PAUL J. ESCOBAR  
DISTRICT NO. 6

VIVIAN ROJAS  
DISTRICT NO. 7

ANTHONY W. COBOS  
DISTRICT NO. 8

To: Honorable Mayor Joe Wardy and City Representatives

From: Richarda Duffy Momsen, Municipal Clerk

Subject: Municipal Court Renewal of Parking Lot Lease on Agenda for August 31, 2004

Date: August 26, 2004

Please be advised that on the August 24 City Council Consent Agenda will appear the renewal of the parking lot contract with Luciana Lyon. This contract is for Municipal Court, City Prosecutor, and EPPD Property Office employee parking at 216 Ochoa. This lot is directly behind the downtown Municipal Court at 810 East Overland, a building the City leases from the County of El Paso. The Court is a 24/7/365 day operation, staffed in various overlapping shifts, in an area where parking is at a premium. One new feature of the renewal lease is the provision that maintenance and clean up of the lot will be provided by Mrs. Lyons. The lease is for a three (3) year period for fifty six (56 ) parking spaces. The amount per parking space is \$40 per space, per month for a total of \$26, 880 annually.

I am available at 541-4127 if you would like me to provide additional information.

**Districts Affected: City Employees From All Districts**

**Funding Source:**

**General Fund: 01101**

**Municipal Court: 11010011**

**Contractual Services: 502412**

CC: Jim Martinez, CAO  
Richard Wiles, Chief of Police  
Lisa Elizondo, City Attorney  
Al Avila, City Prosecutor  
Adrian Ocegueda, Executive Assistant to the Mayor

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor is hereby authorized to sign, on behalf of the City, a Lease Agreement between LUCIANA V. LYON, individually and as Independent Executrix of the Estate of Charles Lyon, Jr., Lessor, and THE CITY OF EL PASO, Lessee. Said Lease is for fifty-six (56) parking spaces located at 216 South Ochoa Street, El Paso, El Paso County, Texas and adjacent to the Municipal Court facility in downtown El Paso.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

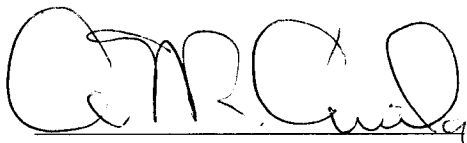
THE CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



A.M. Avila  
Assistant City Attorney

# LEASE AGREEMENT

5. For the period September 1, 2004 – August 31, 2007, the Lessee agrees to pay as rent the sum of forty dollars (\$40.00) per parking space per month, and such rent shall be payable monthly, in advance, on the first day of each month during said term.

6. The City of El Paso may cancel this lease with written notice of 30 days. If El Paso City Council does not fund employee parking in the FY2005, FY2006 and FY 2007 budget, the Lessee will provide written notice to the Lessor of the Lessee's cancellation of the lease effective upon termination of funding.

7. Any notice which Lessor or Lessee may be required or may desire to give to the other shall be in writing and shall be sent by registered or certified mail to:

LESSOR: LUCIANA V. LYON, individually and as  
Independent Executrix of the Estate of  
Charles Lyon, Jr.

LESSEE: City of El Paso  
Municipal Court Clerk  
P. O. Box 240  
El Paso, TX 79942-9989

8. This lease constitutes the entire understanding of the parties hereto with respect to subject matter hereof and no amendment, modification or alternation of the terms thereof, shall be binding unless the same be in writing dated subsequent to the date hereof and duly executed by the parties hereto.

9. Every provision of this lease is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this lease.

10. The laws of the State of Texas shall govern the validity, performance and enforcement of this lease.

11. The covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their successors in interest and assigns.

12. If it shall become necessary for either of the parties hereto employ an attorney to enforce or to defend the rights or remedies hereunder and shall such party prevail, such party shall be entitled to reasonable attorney's fees, court costs and other expenses incurred in such connection.

13. One or more waivers of any covenant, term or condition of this lease by either party shall not be constructed by the other party as a waiver of any subsequent breach of the same covenant, term of condition.

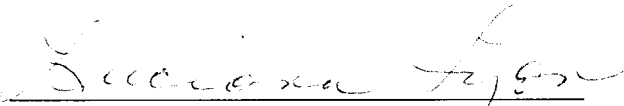
14. Liability Insurance. Lessor, at its sole cost and expense shall, throughout the term of this Lease, provide and keep in force for the benefit of Lessee, with the Lessee named as an additional insured, comprehensive general liability insurance in amounts as reasonably set from time to time by Lessee, but not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence, Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence and One Million Dollars (\$1,000,000.00) for property damage arising out of each occurrence.

15. Limitation of Liability. Lessor agrees to maintain the leased parking spaces in the condition in which they are at the commencement of this Lease and will repair any potholes in accordance with Paragraph 4. In the event that Lessee, or any member of the public, notifies the Lessor in writing of a problem with the condition of the leased parking spaces, the Lessor, at its expense, will undertake to effect all necessary repairs within a reasonable time after notice or erect such temporary barricades as are necessary to insure the safety to the public. Lessor will not be responsible for the willful acts or negligence of Lessee, its agents, employees or invitees, nor for the security or safety of vehicles and persons using the leased parking spaces, except to the extent the damage or injury is caused by the Lessor or results from the failure of Lessor to maintain the leased parking spaces in accordance with this Lease. Notwithstanding the foregoing, Lessee shall be responsible, to the extent provided by law as it

relates to governmental entities, for repairing any damage to the asphalt surface caused by Lessee, its agents, or employees, but not for normal wear and tear.

Authorized to sign for CITY OF EL PASO


\_\_\_\_\_  
Joe Wardy  
Mayor

  
\_\_\_\_\_  
**LUCIANA V. LYON**, individually and as  
Independent Executrix of the Estate of  
Charles Lyon, Jr.  
Lessor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
A. M. Avila  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Richarda Duffy Momsen  
Municipal Court Clerk